



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2961-06 5

EFFECTIVE BEGIN DATE: 11-18-2005
EXPIRATION DATE: 12-31-2006
PAGE: 1 of 7

BUYER : DOUGLAS REED
Doug.Reed@iowa.gov
515-242-6151

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Bob Brown Chevrolet Inc.
4224 Merle Hay Rd

Des Moines, IA 50310
USA

VENDOR CONTACT:

JACK LANE
PHONE: 515-278-7822 EXT:
EMAIL:
VENDOR #: 42084675900

DESCRIPTION OF ITEMS CONTRACTED

VEHICLES, 2006 MODEL YEAR FLEET

Contract To Provide Fleet Vehicles Pursuant To The Specifications, Terms And Conditions Of eRFB # S800 Dated October 12, 2005, That Is On File With The Department Of Administrative Services, General Services Enterprise - Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105 Prices On This Contract Are Only Available As Long As The Vehicle Is Being Built By The Manufacturer.

FOB - Destination - Direct Factory Delivery to DAS Fleet Services in Des Moines, or FOB -Destination Dealer Delivery to University of Northern Iowa in Cedar Falls, Iowa State University in Ames, or University of Iowa in Iowa City. Contract End Date Is Determined By Factory Notification Of Order Acceptance Deadlines. Successful Vendor Will Know The Ordering Dates For Each Vehicle.

See Attachments.

Vendor Contact:
Linda Rumley
Bob Brown Chevrolet, Inc
4224 Merle Hay Road
Des Moines, IA 50310
Phone: 515-278-7800
Fax: 515-278-7848
E-mail: linda_rumley@bobbrownchevy.com

RENEWAL PERIODS

FROM 01-01-2007 TO 12-31-2007

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

005 Administrative Services, Dept
SUB Political Sub-divisions
ALL

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
7	0.00000		0704853	\$0.000000 \$0.000000
			TRUCKS, PICKUP, COMPACT If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # CPU04, U of I. COMPACT EXTENDED CAB PICKUP: 4,500 lb. GVWR minimum, 6-foot Straight Side Body, Minimum 2.7L Engine, Automatic Transmission. Make: Chevrolet Model: Colorado 1wt (Cs15653) Base Bid Price: \$12,505.99 Price May Change Due To Additions And Deletions On Options As Required.	
8	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # HPU17, U of I. LARGE CREW CAB PICKUP w/4-WHEEL DRIVE: 8,600 lb. GVWR minimum, 6-foot Body, V-8 Engine, Automatic Transmission Make: Chevrolet Model: Silverado 1LT (Ck15743) Base Bid Price: \$23,554.27 Price May Change Due To Additions And Deletions On Options As Required.	
9	0.00000		07093571508	\$0.000000 \$0.000000
			15 PASSENGER VAN If you request that the dealer deliver a vehicle to locations other than to the University of Northern Iowa in Cedar Falls, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # FVN15 , UNI. EXTENDED FULL SIZE WINDOW FAN W/15 PASSENGER SEATING: 9,500 LB. GVWR minimum, V8 Engine, Automatic Transmission Make: Chevrolet Model: Express 1Ls (Cg33706) Base Bid Price: \$21,249.68 Price May Change Due To Additions And Deletions On Options As Required.	
10	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # HPU19, ISU. LARGE CREW CAB PICKUP: 8,600 lb. GVWR minimum, 6-foot Body, V-8 Engine, Automatic Transmission. Make: Chevrolet Model: Silverado 1LT (Cc15743) Base Bid Price: \$20,724.22 Price May Change Due To Additions And Deletions On Options As Required.	
11	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # HPU29, ISU. LARGE CREW CAB PICKUP w/DUAL REAR WHEELS: 11,000 lb. GVWR minimum, 8-foot Body, Diesel Engine, Automatic Transmission Make: Chevrolet Model: Silverado 1LT 6.6TD V8 (Ck35943) Base Bid Price: \$27,248.04 Price May Change Due To Additions And Deletions On Options As Required.	
12	0.00000		07006	\$0.000000 \$0.000000
			Automobiles If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SP02, DAS. Mid-Size, 2 or 4 door specialty coupe must be 110 cuft or greater but less than 120 cu ft. "Multiple award" Make: Chevrolet Model: Monte Carlo LS, 1LS 1WJ27 3.5L V6 Base Bid Price: \$15,768.90 Price May Change Due To Additions And Deletions On Options As Required.	



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13	0.00000		07006	\$0.000000 \$0.000000
			Automobiles If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SP02, DAS. Mid-Size, 2 or 4 door specialty coupe must be 110 cuft or greater but less than 120 cu ft. "Multiple award" Make: Chevrolet Model: Malibu LS, 1FL 1Zs69 3.5L V6 Base Bid Price: \$12,827.69 Price May Change Due To Additions And Deletions On Options As Required.	
14	0.00000		07006	\$0.000000 \$0.000000
			Automobiles If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SP03, DAS. Full Size Four (4) Door Specialty Sedan must be 120 cuft or greater. "Multiple award" Make: Chevrolet Model: Impala LT, 1Wc19 3LT 3.9L V6. Base Bid Price: \$17,418.75 Price May Change Due To Additions And Deletions On Options As Required.	
15	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU02, U of I. LARGE STANDARD CAB PICKUP: 6,000 lb. GVWR minimum, 8 ft. Straight Side Body, E85 FFV Engine, Automatic Transmission Make: Chevrolet Model: Silverado, 1WT Cc15703 5.3L V8. Base Bid Price: \$14,353.57 Price May Change Due To Additions And Deletions On Options As Required.	
16	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU05, ISU. LARGE STANDARD CAB PICKUP: 6,000 lb. GVWR minimum, 8 ft. Straight Side Body, V8 Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Cc15903 4.8L V8. Base Bid Price: \$13,917.81 Price May Change Due To Additions And Deletions On Options As Required.	
17	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU06, U of I. LARGE STANDARD CAB PICKUP: 6,000 lb. GVWR minimum, 8 ft. Straight Side Body, E85 FFV Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Cc15903, 5.3L V8. Base Bid Price: \$14,433.31 Price May Change Due To Additions And Deletions On Options As Required.	
18	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU09, U of I. LARGE STANDARD CAB PICKUP w/4-WHEEL DRIVE: 6,000 lb. GVWR, 8 ft. Straight Side Body, E85 FFV Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Ck15903, 5.3L V8. Base Bid Price: \$17,659.84 Price May Change Due To Additions And Deletions On Options As Required.	



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19	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU10, DAS. LARGE EXTENDED CAB PICKUP: 6,000 lb. GVWR minimum, 6 ft. Straight Side Body, E85 FFV V8 Engine, Automatic Transmission. Dual award on Spec. # SPU10; see also CT2964-06 with Karl Chevrolet due to difference in power lumbar support. Make: Chevrolet Model: Silverado, 2LT Cc15753, 5.3L V8. Base Bid Price: \$19,630.52 Price May Change Due To Additions And Deletions On Options As Required.	
20	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU13, ISU. LARGE EXTENDED CAB PICKUP: 6,000 lb. GVWR minimum, 6 ft. Straight Side Body, E85 FFV V8 Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Cc15753 5.3L V8. Base Bid Price: \$15,492.20 Price May Change Due To Additions And Deletions On Options As Required.	
21	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU16, ISU. LARGE EXTENDED CAB PICKUP: 6,000 LB. GVWR minimum, 8 ft. Straight Side Body, V8 Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Cc15953, 5.3L V8. Base Bid Price: \$16,867.51 Price May Change Due To Additions And Deletions On Options As Required.	
22	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU17, U of I. LARGE EXTENDED CAB PICKUP: 6,000 LB. GVWR minimum, 8 ft. Straight Side Body, E85 FFV Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Cc15953, 5.3L V8. Base Bid Price: \$16,981.11 Price May Change Due To Additions And Deletions On Options As Required.	
23	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU26, ISU. LARGE STANDARD CAB PICKUP: 8,200 LB. GVWR minimum, 8 ft. Straight Side Body, V8 Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Cc25903, 6.0L V8. Base Bid Price: \$15,236.84 Price May Change Due To Additions And Deletions On Options As Required.	
24	0.00000		0704276	\$0.000000 \$0.000000
			VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SUV02, DAS. MID-SIZE 4-DOOR UTILITY VEHICLE w/4-WHEEL DRIVE and 5-PASSENGER SEATING: 6-cylinder Engine, Automatic Transmission. Make: Chevrolet Model: Trailblazer, 1SB CT15506, 4.2L V6. Base Bid Price: \$20,549.60 Price May Change Due To Additions And Deletions On Options As Required.	



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25	0.00000		0704276	\$0.000000 \$0.000000
			VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SUV03, U of I. MID-SIZE 4-DOOR UTILITY VEHICLE w/4-WHEEL DRIVE and 5-PASSENGER SEATING: 6-cylinder Engine, Automatic Transmission. Make: Chevrolet Model: Trailblazer, 1SB CT15506, 4.2L V6. Base Bid Price: \$20,641.80 Price May Change Due To Additions And Deletions On Options As Required.	
26	0.00000		0709356	\$0.000000 \$0.000000
			VANS, WINDOW, MINI, AND OPTIONAL EQUIPMENT If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # VN01, U of I. FRONT WHEEL DRIVE MINI WINDOW VAN W/7-PASSENGER SEATING: 5,350 lb. GVWR minimum, V6 Engine, Automatic Transmission. Make: Chevrolet Model: Uplander, 1FL CU11416, 3.5L V6. Base Bid Price: \$16,423.45 Price May Change Due To Additions And Deletions On Options As Required.	
27	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # SPU14, U of I. LARGE EXTENDED CAB PICKUP: 6,000 lb. GVWR minimum, 6 ft. Straight Side Body, E85 FFV Engine, Automatic Transmission. Make: Chevrolet Model: Silverado, 1WT Cc15753 5.3L V8. Base Bid Price: \$16,043.70 Price May Change Due To Additions And Deletions On Options As Required.	
28	0.00000		07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # HPU07, DAS. LARGE EXTENDED CAB PICKUP: 8,600 lb. GVWR minimum, 6 ft. Straight Side Body, Diesel Engine, Automatic Transmission. Make: Chevrolet Model: Silverado 1LT 6.6TD V8 (Cc25753) Base Bid Price: \$24,466.42 Price May Change Due To Additions And Deletions On Options As Required.	
29	0.00000		0709356	\$0.000000 \$0.000000
			VANS, WINDOW, MINI, AND OPTIONAL EQUIPMENT If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$.50 per mile (one way). Spec. # VN04, DAS of eRFB # S800 10/12/05, rebid proposal # 002587 11/21/05. EXTENDED ALL WHEEL DRIVE MINI PASSENGER VAN W/7-PASSENGER SEATING: 5,300 lb. GVWR minimum, E85 FFV Engine, Automatic Overdrive Transaxle. Make: Chevrolet Model: Uplander, CX12216 AWD LT 3LT 3.5L V6 LX9. Base Bid Price: \$24,672.02 Price May Change Due To Additions And Deletions On Options As Required.	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS